

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8	
2. Amendment/Modification No.  P00031		3. Effective Date  2007JUN21		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC PM LAV-C JOSEPH CASIMIRO (586)574-3917 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 EMAIL: JOE.CASIMIRO@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GENERAL DYNAMICS LAND SYSTEMS 38500 MOUND ROAD STERLING HEIGHTS, MI 48310-3260  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.  W56HZV-06-C-0255	
				<input type="checkbox"/>		10B. Dated (See Item 13)  2006JAN31	
Code 7W356		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AQ NET INCREASE: \$4,500,000.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) WILLIAM ABRAMSON WILLIAM.ABRAMSON@US.ARMY.MIL (586)574-7220	
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2007JUN21

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-06-C-0255 <b>MOD/AMD</b> P00031	<b>Page</b> 2 <b>of</b> 8
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS		

SECTION A - SUPPLEMENTAL INFORMATION  
AMSTA-PM-LAV

SUBJECT: Contract Modificaiton W56HZV-06-C-0255\_P00031

Administered By:

DCMA Detroit (S2305A)  
U.S. Army Tank & Armanments Command (TACOM)  
ATTN: DCME-GLD  
Warren, MI 48397-5000

Payment Office:

DFAS - Columbus Center (HQ0337)  
DFAS-CO/North Entitlement Operations  
P.O. Box 182266  
Columbus, OH 43218-2266

Mr. Todd A. Schill  
Sr. Representative Contracts  
General Dynamics Land Systems  
P.O. Box 2074  
Sterling Heights, MI 48310

Dear Mr. Schill:

This letter constitutes a modification to contract W56HZV-06-C-0255 on the terms set forth herein and signifies our intention to execute a definitized fixed price modification with you for 3 each LAV-25's and 3 each LAV-L's. Until definitization, you are authorized to spend up to \$4,500,000.00 for this effort.

This is an urgent requirement to improve the physical security and safety of U.S. Marines supporting Operation Iraqi Freedom. You are directed to proceed immediately to commence performance under this contract. In performing this contract, you are authorized to make expenditures or incur obligations not exceeding \$4,500,000.00 prior to definitization.

The maximum amount for which the Government shall be liable for if this modification is terminated is \$4,500,000.00.

You shall submit a firm proposal for the articles covered under this letter. You shall include complete supporting cost and pricing data, and upon completion of negotiations, submit a Certificate of Current Cost or Pricing Data.

A Firm Fixed Price modification is contemplated. You agree to begin promptly negotiating with the Contracting Officer the terms of the definitive modification will include:

(1) The terms of the definitive modification will include all therms agreed to by both parties under the original contract.

The schedule for definitizing this modification action is as follows:

- Target Date for Definitization: September 30, 2007
- Submission of Proposal: August 30, 3007
- Begining Negotiations: September 1, 2007
- Submission of Subcontracting Plan: August 30, 2007
- Submission of Cost and Pricing Data: August 30, 2007

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**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS

If agreement on a definitive modification to supersede this letter modification is not reached by August 30, 2007, or within any extension granted by the Contracting Officer, the Contracting officer may, with the approval of the Head of the Contracting Activity, determine a reasonable cost and profit in accordance with FAR Subpart 15.4 and Part 31, subject to contractor appeal as provided for in the Disputes Clause. In any event, you shall proceed with the completion of the modification, subject only to the Limitation of Government Liability Clause.

You shall indicate acceptance of this letter modification by an authorized signature on the line below and returning it to Joe Casimiro not later than June 21, 2007. Upon signature by both parties, you shall proceed with performance of work, including purchase of necessary materials.

If you have any questions regarding this letter modification, please contact Joe Casimiro, AMSTA-PM-LAV, at (586)574-3917, or by e-mail at joe.casimiro@us.army.

Sincerely,

\_\_\_\_\_  
William Abramson  
Contracing Officer

Acceptance of letter modification

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\* END OF NARRATIVE A0032 \*\*\*

The proposed contract vehicle delivery schedule is hereby updated to the schedule shown below:

Variant	Quantity	2007								2008							
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Logistic	18	1	5	8	1			3									
CC	5					1	4										
Anti-Tank	20							1	4	4	4	4	3				
Mortar	10									1	3	3	3				
LAV-25	88			1	8	7	8	12	11	10	9	9	10	3			
NBRS		16												1	2	13	
Total	157	1	5	9	9	11	12	13	15	15	16	16	16	4	2	13	
Cumulative		1	6	15	24	35	47	60	75	90	106	122	138	142	144	157	

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\*\*\* END OF NARRATIVE A0034 \*\*\*

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0012	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 0000-00-000-0000 FSCM: 00000 PART NR: 000000000 SECURITY CLASS: Unclassified  CLIN 0012AA is for the following:  3 each LAV-25 to be delivered by July 31, 2008  3 each LAV-L to be delivered by November 3, 2007  (End of narrative A001)																																								
0012AA	<u>PRODUCTION QUANTITY</u>  NOUN: 6 WAR LOSS LAV'S PRON: T172T9644K PRON AMD: 01 ACRN: AQ CUSTOMER ORDER NO: M9545007MP72045  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: LEVEL B DRIVE ON/DRIVE OFF REQUIREMENTS LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W56HZV7163H001</td><td>Y00000</td><td>M</td><td></td><td>2</td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>3</td><td>03-NOV-2007</td></tr></table> FOB POINT: Origin  SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>002</td><td>W56HZV7163H001A</td><td>Y00000</td><td>M</td><td></td><td>2</td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>3</td><td>31-JUL-2008</td></tr></table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV7163H001	Y00000	M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	3	03-NOV-2007	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W56HZV7163H001A	Y00000	M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	3	31-JUL-2008	6	EA	\$ UNDEFINITIZED	\$ 4,500,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																				
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001	3	31-JUL-2008																																							

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin  SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0012AA	T172T9644K M9545007MP72045	AQ 1	\$ 0.00	\$ 4,500,000.00	\$ 4,500,000.00
			NET CHANGE	\$ 4,500,000.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Marine Corps	AQ	17 79110920383106785400674432D2038B100007MP72045		\$ 4,500,000.00
NET CHANGE				\$ 4,500,000.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 326,455,329.76	\$ 4,500,000.00	\$ 330,955,329.76

ACRN	EDI ACCOUNTING CLASSIFICATION	
AQ	17 070911092038 310678540067443 2D2038B100007MP72045 M9545007MP72045	067443

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SECTION I - CONTRACT CLAUSES

<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$4,500,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$4,500,000.00 dollars.

(End of Clause)

I-2 CHANGED 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
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(a) A Firm Fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Definitization    September 30, 2007  
Submission of Proposal    August 20,2007  
Beginin of Negotiations Septemeber 1,2007

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officers determination of price or fee, the contract shall be governed by

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officers determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed \$4,500,000.00.

(End of clause)